

GENERAL RENT TERMS AND CONDITIONS

The company Rider's Nolo di Capitanio Cristina ants to the client (hereinafter referred to as "Client") the rent of its motorcycles under these General rent terms and conditions that shall be deemed as part of the rent agreement.

ARTICLE 1) REQUIREMENTS

The motorcycles are rented out only to people over 25 years old.

The motorcycles can only be driven by the Client or by another driver expressly authorised in the delivery documents.

The driver must have a licence valid for driving the rented motorcycle.

Nobody can drive the rented motorcycle except the Client or the driver expressly authorised in the delivery documents.

ARTICLE 2) BOOKING

The Client may book the motorcycles by mail or fax.

With the booking the Client shall supply a copy of his licence and his identity card.

30% of the choise tariff (it depends on kind of motorcycles an period) is requested at the confirmation of rental period.

The Client undertakes to supply real and valid documents and information otherwise the Client shall be liable for any consequences for the non fulfilment of this provision.

ARTICLE 3) DELIVERY AND RETURN

The motorcycles are delivered at the rent station at Mozzo Via Tavani, 10 c/o Redmotor where the motorcycles must be returned at the agreed date and time.

The motorcycles are delivered in good conditions and perfectly working.

The Client must verify the conditions of the rented motorcycle and must point out, in writing, all his remarks about the motorcycle.

The motorcycles must be returned during normal working hours to one of the Company employees.

The Client shall be obliged to pay a penalty of a day rent if the motorcycle is returned later than 50 minutes after the agreed time.

The motorcycle must be returned with all its accessories, the keys and the documents supplied by the Company at the delivery. The Client shall pay a penalty equal to € 300,00 for failing to return the above mentioned accessories, keys and documents. The Company reserves the right to withhold the penalty fee from the amount deposited by the Client as caution money.

The Client shall not be entitled to any reimbursement in case of early termination of the rent period due to Client's choice, or anyway, not due to Company's fault, or engine failure.

The Client undertakes to notify the Company of any fine incurred during the rental period.

ARTICLE 4) PAYMENTS/ CAUTIONS/ CHARGE

The rent period must be paid 15 working days before the date agreed for the delivery of the motorcycle.

The price of the rent shall be calculated on the basis of the current booking rate.

Upon delivery of the motorcycle the Client shall pay a caution money equal to € 1.500,00 for a maxiscooter, € 2.000,00 for medium motorcycles and € 3.000,00 for maxi motorcycles. The above mentioned amounts may be paid by cheque, cash or debit's autorisation on the credit card.

Failure to pay caution money will result in the immediate resolution of the rent agreement due to Client's fault and shall entitle the Company to hold 20% of the amount already paid for the rent period.

The Client undertakes to pay to the Company, at Company's request, the following amounts:

- a) additional rental day – rate 24 hours – for any day's delay or for the delay of returning later than 50 minutes after the agreed time;
- b) costs for damages, theft and fire, at current booking rates;
- d) € 20,00 for missing fuel if the Client fails to return the motorcycle with the same quantity of fuel existing upon delivery from the Company;
- e) cost for failure in returning the motorcycle at the original rental location, including the costs for the transportation or towing as well as all the costs for the retrieval of the motorcycle except for engine failure not due to Client's fault;
- f) any fine, penalty, legal expenses supported by the Company and all the costs for the recovery of the debt, that may derive from the use of the motorcycle during the rent period with the exception of administrative or legal expenses incurred because of serious fault by the Company. In the latter case, however, the Client or any other driver will not be waived any direct liability for possible illegal conduct against any authority.

ARTICLE 5) DAMAGES/THEFT/FIRE/LOSS OF ACCESSORIES

The Client shall be liable for theft or fire of the rented motorcycle and for any damages suffered by the motorcycle during the rental period even if due to theft or force majeure or loss of accessories, keys and documents.

In these cases, the Client's liability is limited to an amount equal to the sum deposited as caution money if:

- 1) the damages, the theft or the fire are not caused by serious fault or gross negligence on the part of the Client;
- 2) the Client immediately reports the incident to the local authority and to the Company, and returns keys and documents to the Company;
- 3) the Client has complied with the provisions of article 7 of these general rental terms and conditions.

ARTICLE 6) COMPANY LIABILITY LIMITATION

Except as foreseen by the law, the Company shall not be liable, and the Client renounce for himself, for his heirs and or assigns to make a claim towards the Company, for any damages suffered by the Client or third parties deriving from the use of the rented motorcycle or for the loss or damages to Client's things left on the motorcycle or for any damages deriving from the delay in delivery, failures or any other cause beyond Company's control.

ARTICLE 7) USE CONDITIONS

The Client undertakes to keep and use the motorcycle with the due diligence and particularly the Client explicitly prohibits use of the motorcycle:

- a) for the transport of people and/or goods for commercial purposes;
- b) for pushing or dragging motorcycles, towages or other things;
- c) for competition or sports rides on circuits and or tracks that are open to the public;
- d) by the Client or any other drivers under the influence of alcohol, hallucinogenic drugs, narcotics, sedatives or any other substance that may impair response time;
- e) violation of any custom law, driving regulation or other norms;
- f) by person other than the Client or other authorised driver;
- g) outside Italy without Company's authorisation or without additional insurance, if required.

It is forbidden to rent the motorcycle to third parties.

The Client must use all the antitheft devices of the motorcycle every time the motorcycle is parked or left even if in enclosed or guarded areas.

ARTICLE 8) INSURANCE

The rented motorcycles are insured for third party liability as per current regulations.

The limit of liability is equal to €2.600.000,00.

The insurance does not cover damages caused by the driver of the rented motorcycle in case of serious fault or gross negligence.

The Client accepts and undertakes to indemnify and keep harmless the Company from any claim or damages exceeding and not included in the insurance that declares to know.

ARTICLE 9) ACCIDENT

The Client undertakes to notify the Company any accident within 12 hours.

The Client shall, in case of theft or damages or whenever necessary, duly report to the Competent Authority.

A copy of the report must be sent to the Company.

The Client shall be responsible for completing all the documentation concerning the accident.

ARTICLE 10) EARLY TERMINATION

The Company may terminate this agreement and take back the motorcycle at any time, at Client's charge, when:

- a) the motorcycle is used without respecting the provision of the article 7;
- b) in case of arrest from the Competent Authority;
- c) failure to pay.

ARTICLE 11) ADDING SERVICES

The Company shall supply the following services:

- a) rental of a crash-helmet, jacket or soft side bags at a daily cost of €3,00.
- b) n°1 Motorcycle bag free of charge;
- c) transport from Bergamo airport to rental station at Redmotor is free of charge for a minimum rental period of a week end;
- d) depot of bags, empty of all their contents, free of charge.

ARTICLE 12) TECHNICAL ASSISTANCE

The Client undertakes, if the motorcycle does not work due to engine failure or damages to the motorcycle, to apply to authorised workshop or distributor.

If the problem is not due to Client's fault, the Client shall be entitled to the sostitution, if possibile, of the motorcycle.

If the sostitution of the motorcycle is not possibile in the period agreed for the rent, the Client shall be entitled to another rent period equal to the first one not used, having regards to the agreement already signed by the Company with third parties.

The Client shall not be entitled to any other damages.

Company

Client

RIDER'S NOLO di Capitanio Cristina

As per article 1341 Italian civil code, the Client declares to know and to accept the following articles:

ARTICOLO 3) DELIVERY AND RETURN

ARTICLE 4) PAYMENTS/ CAUTIONS/ CHARGE

ARTICLE 5) DAMAGES/THEFT/FIRE/LOSS OF ACCESSORIES

ARTICLE 6) COMPANY LIABILITY LIMITATION

ARTICLE 7) USE CONDITIONS

ARTICLE 10) EARLY TERMINATION

Client